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September 1, 1981

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 8371-10
FILED 1425

SEP 1 1981-10 11 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On June 17, 1976 at 9:35 A.M., there was filed and recorded with the Interstate Commerce Commission a railroad Equipment Lease dated as of May 1, 1976 ("Equipment Agreement"), between First National Bank and Trust Company of Evanston, as Lessor, and Illinois Terminal Railroad Company, as Lessee. The Equipment Agreement was assigned recordation number 8371.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company
710 North Twelfth Boulevard
St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

ASSIGNMENT AND ASSUMPTION AGREEMENT

SEP 1 1981 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

First National Bank and Trust Company of Evanston, as Trustee ("Lessor"), and Terminal entered into a certain Equipment Lease dated as of May 1, 1976, as amended ("Equipment Agreement"), providing for the lease by Lessor to Terminal of the railroad equipment covered by the Equipment Agreement ("Equipment") upon certain terms and conditions described therein.

The Equipment Agreement provides that nothing in Section 17 thereof shall be deemed to restrict the right of Terminal to assign or transfer its leasehold interest under the Equipment Agreement or possession of the Equipment to any corporation (which shall have duly assumed the obligations thereunder of Terminal) which shall have acquired or leased all or substantially all of the lines of the railroad of Terminal, provided that such transferee corporation will not, upon the effectiveness of such acquisition of properties, be in default under any provision of the Equipment Agreement and that such acquisition of properties shall not alter in any way Terminal's obligation to the Lessor.

Concurrently with the delivery hereof, NW has acquired from Terminal substantially all the assets and lines of railroad of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOIS TERMINAL RAILROAD COMPANY

By 

President

Attest:



Steven J. Anthony

NORFOLK AND WESTERN RAILWAY COMPANY

By 

Executive Vice President

Attest:


Joseph Pakush
Assistant Secretary

STATE OF MISSOURI)
)
) SS:
 CITY OF ST. LOUIS)

On the 25th day of August, 1981, before me personally appeared W. J. Gascon, to me personally known, who being by me duly sworn, says that he is the President of Illinois Terminal Railroad Company that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John W. Horan
 Notary
 My Commission expires: Jan. 3, 1982

JOHN W. HORAN
 NOTARY PUBLIC—STATE OF MISSOURI
 ST. LOUIS COUNTY
 MY COMMISSION EXPIRES JAN. 3, 1982
 NOTARY FOR THE COUNTY OF ST. LOUIS
 WHICH ADJOINS THE CITY OF ST. LOUIS

COMMONWEALTH OF VIRGINIA)
)
) SS:
 CITY OF ROANOKE)

On the 24th day of August, 1981, before me personally appeared John R. Turbyfill, to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanne B. Davis
 Notary

My Commission expires:

April 8, 1983